

NOTICE OF SALE

NOTICE OF SALE CIVIL ACTION NO. 2012-CP-02-02769 BY VIRTUE of the decree heretofore granted in the case of: The Bank of New York Mellon, as Trustee, for CIT Mortgage Loan Trust 2007-1 vs. Elmo Bush, et al., the undersigned Master in Equity for Aiken County, South Carolina, will sell on October 7, 2013 at 11:00AM, at the Aiken County Courthouse, City of Aiken, State of South Carolina, to the highest bidder:

ALL THOSE CERTAIN PIECES, PARCELS OR LOTS OF LAND WITH THE IMPROVEMENTS THEREON, SITUATE, LYING AND BEING IN THE TOWN OF NEW ELLENTON, COUNTY OF AIKEN, STATE OF SOUTH CAROLINA AND BEING DESIGNATED AS LOTS 8 AND 9 BLOCK J, OF RISHER SUBDIVISION AS SHOWN ON PLATS BY K.L. WISE DATED MAY, 1951 AND FEBRUARY, 1953 AND RECORDED IN MISC BOOK 42, PAGE 133, RECORDS OF AIKEN COUNTY, SAID LOTS MEASURING AND BOUNDING AS FOLLOWS: NORTH BY HICKORY STREET AND MEASURING THEREON ONE HUNDRED THIRTY (130.0) FEET EAST BY LOT NO. 7 AND MEASURING THEREON TWO HUNDRED (200.0) FEET; SOUTH BY PROPERTY OF AIKEN COUNTY DEPARTMENT OF EDUCATION AND MEASURING THEREON ONE HUNDRED THIRTY (130.0) FEET; AND WEST BY SHADY LANE AND MEASURING THEREON TWO HUNDRED (200.0) FEET. FOR A MORE COMPLETE DESCRIPTION OF THIS PROPERTY, REFERENCE IS MADE TO AN INDIVIDUAL PLAT MADE BY JONES AND MURPH, R.L.S., UNDER DATED OF JULY 3, 1956. ALL MEASUREMENTS SHOWN THEREON BEING A LITTLE MORE OR LESS.

THIS BEING THE SAME PROPERTY CONVEYED TO ELMO BUSH BY DEED OF JOSEPH KATZ DATED OCTOBER 15, 1956 AND RECORDED OCTOBER 16, 1956 IN BOOK 197, AT PAGE 186.

CURRENT ADDRESS OF PROPERTY: 500 Hickory Avenue East, New Ellenton, SC 29809 TMS: 142-14-09-001

TERMS OF SALE: The successful bidder, other than the Plaintiff, will deposit with the Master in Equity, at conclusion of the bidding, five percent (5%) of his bid, in cash or equivalent, as evidence of good faith, same to be applied to the purchase price in case of compliance, but to be forfeited and applied first to costs and then to the Plaintiff's debt in the case of non-compliance. Should the last and highest bidder fail to comply with the other terms of the bid within twenty (20) days, then the Master in Equity may re-sell the property on the same terms and conditions on some subsequent Sales Day (at the risk of the said highest bidder). No personal or deficiency judgment being demanded, the bidding shall not remain open after the date of sale and shall be final on that date, and compliance with the bid may be made immediately. Purchaser to pay for documentary stamps on the Deed. The successful bidder will be required to pay interest on the amount of the bid from date of sale to date of compliance with the bid at the rate of 5% per annum. The sale shall be subject to taxes and assessments, existing easements and restrictions, easements and restrictions of record and any other senior encumbrances.

In the event an agent of Plaintiff does not appear at the time of sale, the within property shall be withdrawn from sale and sold at the next available sales date upon the terms and conditions as set forth in the Judgment of Foreclosure and Sale or such terms as may be set forth in a supplemental order.

The Honorable Manderson Griffith Master in Equity for Aiken County

Brock & Scott, PLLC 3800 Fernandina Road, Suite 110 Columbia, SC 29210 Attorneys for Plaintiff